

REMARKS/ARGUMENTS

Claims 1, 3-4, 7-9, 11-12 and 15-16 remain in the application for further prosecution.

Claims 1, 3, 7, 9, 11 and 15 have been amended. Claims 2, 5-6, 10 and 13-14 have been canceled without prejudice.

Claim Rejections – 35 USC § 102

Claims 1, 8-9 and 16 are rejected under 35 U.S.C. 102(b) as being anticipated by U.S. Patent No. 5,935,002 (“Falciglia”).

Claims 1-4, 8-12 and 16 are rejected under 35 U.S.C. 102(e) as being anticipated by U.S. Patent No. 6,726,563 (“Baerlocher”).

Claim Rejections – 35 USC § 103

Claims 5-7 and 13-15 are rejected under 35 U.S.C. 103(a) as being unpatentable over Baerlocher in view of either Acres (‘125) or Kelly (‘918) or Wain (EP 281402).

Interview Summary

The Applicant notes with appreciation the telephonic interview conducted with Examiner Sager on May 13, 2008. In the Interview, applicant reviewed the features of the claims in view of Baerlocher, Falciglia, Acres, Kelly and Wain. Applicant noted that none of the references disclose player election of redeeming bonus points for either i) an immediately specified credit amount and ii) a bonus game feature for determining a random award greater than, equal to or less than the immediately specified credit amount. The Examiner agreed to fully and fairly consider this written response.

Amended Claims 1 and 9

Applicant has amended claims 1 and 9 to require that the player may select “(i) an immediately specified credit amount and (ii) a bonus game feature for determining a random award greater than, equal to or less than the immediately specified credit amount.” As explained

in the interview, the cited references either provide a random award in exchange for bonus points such as the key game in Baerlocher for those players who prefer more risk or a set award such as redemption of points for prizes such as in Acres or Kelly for players that are risk adverse. The claims now offer a player both a risk option of an uncertain award and a set award that is attractive to both types of players.

The amended claims thus are distinguishable over Falciglia which discloses a bingo type game. A player makes various spins that may be used to uncover numbers on a bingo type grid as shown in Fig. 1. The player may be awarded free spins as noted by Col. 5, ll. 41-48. The free spins are automatically awarded to a player. Falciglia does not give the player the option to select "a bonus game feature for determining a random award greater than, equal to or less than the immediately specified credit amount" as now required by the amended claims.

The amended claims are also distinguishable over Baerlocher. The Baerlocher key game only gives the player the option to select one of three games depending on the number of keys (bonus points) the player has earned. The player must play one of the three games to win a corresponding random award as shown in Fig. 3. The player cannot elect to redeem the bonus points for an immediately specified credit amount as now required by the amended claims.

Both Acres and Kelly teach the accumulation of bonus points for redemption of prizes that are an immediately specified credit amount as all of the redeemable prizes have a fixed price in terms of the bonus points. In Acres and Kelly, a player must redeem the bonus points for prizes, the player cannot choose to play for a random award. Acres and Kelly therefore do not allow the player to elect "a bonus game feature for determining a random award greater than, equal to or less than the immediately specified credit amount."

As explained in the Interview, the Wain reference does not disclose giving the player a choice between an immediately specified credit amount and a bonus game for determining a random award. The Office Action has cited Col. 1, ll. 31-40 and Col. 2, ll. 43-47 for disclosing players election of a prize value or game feature. Applicant respectfully disagrees that these sections of Wain disclose a players election. Col. 1, ll. 31-40 only describes an auxiliary display that indicates a jackpot win, it does not discuss player selection of awards based on bonus points. Col. 2, ll. 43-47 simply states that "the jackpot prize value may be of a value of coins (or tokens) or may constitute one or more game features (such as fruit machine hold or nudge steps) or any other suitable award and the nature of the jackpot display will be of a corresponding value." This section does not disclose or suggest players election of the award, instead, it merely describes single alternative awards that may be used for the jackpot in Wain. One of ordinary skill would read this disclosure to merely provide options of awards for the jackpot award, one and only one of which, the machine operator could select. This section would not lead one of ordinary skill to deduce that a player should be allowed to select between an immediately specified credit amount and a bonus game for determining a random award as the jackpot prize as now required by the claims.

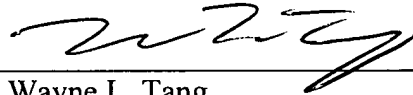
Conclusion

It is Applicant's belief that all of the claims are now in condition for allowance and actions towards that effect is respectfully requested.

If there are any matters which may be resolved or clarified through a telephone interview, the Examiner is respectfully requested to contact the undersigned attorney at the number indicated.

Respectfully submitted,

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